

United States District Court
for the
Southern District of Florida

Francisco Lagos Marmol and)	
Fernando Van Peborgh, Plaintiffs,)	
v.)	Civil Action No. 22-20703-Civ-Scola
)	
Kalonymus Development Partners,)	
LLC, Defendant.)	

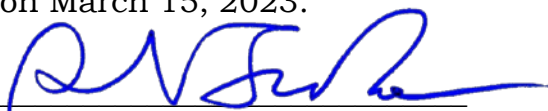
Kalonymus Development Partners,)	
LLC, Plaintiff,)	
v.)	Civil Action No. 22-20881-Civ-Scola
)	
Francisco Lagos Marmol and)	
Fernando Carlos Van Peborgh,)	
Defendants.)	

Order Denying Motion for Summary Judgment

Recently the Court dismissed the complaint filed by Francisco Lagos Marmol and Fernando Van Peborgh (the “Sellers”), the sellers in this consolidated action. (Order Granting Mot. to Dismiss, ECF No. 92.) Prior to the entry of that order, the Sellers moved for summary judgment in their favor, as to both their complaint, as well as the complaint filed against them by Kalonymus Development Partners, LLC (the “Buyer), the buyer. (Sellers’ Mot. for Summ. J., ECF No. 36). That motion is now fully briefed and ripe for review (Buyer’s Resp., ECF No. 41; Sellers’ Reply, ECF No. 45). Since the Court has dismissed the Sellers’ complaint, their motion for summary judgment with respect to their own claims is denied as moot. Additionally, to the extent the Sellers seek summary judgment in their favor as to the Buyer’s complaint, their motion is wholly superficial, failing to expressly even mention any of the four specific counts set forth in that pleading, never mind address whether there are genuine issues of material fact as to the elements of those counts. Accordingly, the Sellers have wholly failed to carry their burden, on a motion for summary judgment, as to the four counts, sounding in breach of contract and negligent misrepresentation, set forth in the Buyer’s complaint.

In sum, then, the Court **denies as moot, in part, and denies, in part,** the Sellers’ motion for summary judgment (**ECF No. 36**).

Done and ordered, in Miami, Florida, on March 15, 2023.


Robert N. Scola, Jr.
United States District Judge